

December 3, 2008

Public Service Commission
Post Office Drawer 11649
Columbia, SC 29211

To whom it may concern:

I am writing to request a hearing with the Public Service Commission. The purpose of the hearing is to request that early termination fees charged by AT&T of SC be dropped. Details of the complaint are below.

On September 19, 2001, I signed the Bellsouth Key Customer Program Subscriber Election (copy attached) for a 36 month term. On October 21, 2004, I signed a renewal agreement for a second 36 month term (copy attached). During late 2007, I received several calls from AT&T representatives requesting that I sign up for another 36 month term. I decided not to extend the agreement, because I was considering closing my office. In August of 2008, I closed my office and cancelled my AT&T service. In September of 2008, I received my last bill from AT&T which included an \$810.00 early termination fee (copy attached). My term agreement ended in 2007. Therefore, the termination charge is not valid. Please schedule a public hearing so that I can provide testimony on this matter.

Best regards,



Phillip A. Ollar
VPO Services, Inc.
456 Pimlico Rd.
Greenville, SC 29607
864-373-9572

2008-444-C

196451
COPY

Posted by: D. Deek

File: SA

Date: 12.9.08

Time: 10:50





BellSouth Key Customer Program Subscriber Election

The undersigned Subscriber desires to participate in the BellSouth Key Customer Program (the "Program"), and agrees to the following:

1. Subscriber is a new or existing BellSouth Telecommunications, Inc. ("BellSouth") business services subscriber and has a monthly total billed BellSouth revenue (as defined in the applicable BellSouth tariff) at each such location between \$100 and \$3,000. Subscriber agrees to keep local services with BellSouth under its General Subscriber Services Tariff ("G.S.S.T.") or Private Line Services Tariff, for a minimum of eighteen (18) or thirty-six (36) months from the enrollment date in the Program. The enrollment date shall be determined by the first billing cycle date in which Subscriber receives the discount off its BellSouth regulated charges as set forth in paragraph 2. below.

2. Subscriber agrees to the following term and discount (Check One):

| Monthly BellSouth Total Billed Revenue* | <input type="checkbox"/> Eighteen (18) Month Term | <input checked="" type="checkbox"/> Thirty-six (36) Month Term |
|---|---|--|
| \$1,000 - \$3,000.00 | 14% | 18% |
| \$150 - \$999.99 | 10% | 14% |
| \$100 - \$149.99 | 6% | 10% |
| Hunting Bonus Discount | 50% | 75% |

*The total billed revenue consists of end-user monthly total billed BellSouth revenue at qualifying locations excluding: nonregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.

3. The Hunting Bonus Discount will apply to the Subscriber's recurring charge for the Hunting service commensurate with the term of the election Subscriber chooses. (Hunting is also defined as Rotary Line Service).

4. Subscriber may renew this election agreement for another term, under the same terms and conditions, by providing BellSouth with written notice of its intent to do so within 30 days prior to the expiration of the initial term of this election, (with exception to those Subscribers participating in North Carolina).

5. For each month during which this contract is in effect, Subscriber will receive the discount associated with Subscriber's monthly total billed BellSouth revenue (as defined in the applicable BellSouth tariffs) for that particular month in each state as approved by regulatory authority. If such revenue falls below the minimum revenue per month, discounts will not be applied for such locations. The applied discounts will appear as a credit in the Other Charges and Credits (OC&C) section of the Subscriber's bill. All business local service will continue after the election term has expired, after which Subscriber agrees to pay full tariffed charges.

6. In the event Subscriber discontinues business local service with BellSouth prior to the expiration of the term, Subscriber shall pay to BellSouth the amount of discounted charges for its local services that the Subscriber had received as a result of Subscriber's participation in the Program. Subscriber is responsible for repayment of all discounts received associated with this election. In addition to the reimbursement of the discounts, tariffed termination liability charges for individual services will be applied, if applicable.

7. In the event Subscriber changes service locations for business local service, Subscriber shall notify their BellSouth Small Business Office to advise of the change in service location.

8. In the event Subscriber is switched without authorization by another carrier for business local service, Subscriber must call their BellSouth Small Business Office to continue the Program once the improperly switched account has been returned to BellSouth.

9. This election is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as may be made from time to time. Other restrictions may apply pursuant to the tariffs.

SUBSCRIBER: VPO Services, Inc.

By: Phillip A. Ollar
(Signature)

Phillip A. Ollar

Print Name President

Title 9-19-01

Date

Version 060401

P.O. Box 9151, 3 West Leary Plaza, Unit 8
(Business Address)

Greenville, SC 29604

City/State 864-250-1191

(Business Telephone Number) 864-250-1192, 864-232-8368

(Additional Business Telephone Number(s))

pollar@vposearch.com

E-Mail Address (optional)

Representative Name Lincoln Brewster

CUID _____

Telephone # for Questions **888-408-2987**

Please return fax to: **866-539-2877**



Yes!

I want to reduce my local regulated BellSouth bill with the following term election agreement (term length checked below) and understand and agree to the conditions set forth on the enclosed form. ☒ 36-month ☐ 24-month

Signature: X

Philip A. Ollar

Date: 10/21/04

I understand that my signature constitutes my company's (as set forth below) enrollment in the Key Customer program under this term election agreement under the conditions set forth in the Subscriber Election Conditions and the applicable tariffs. I have authority to commit my company to this term election agreement. (Certain restrictions apply.)

Please print your name: X

Philip A. Ollar Company Name: X VPD Services, Inc.

RUBEN S. GUSON VPSHJDN SGO K715 4736

CC1-KEY-8642501191214-149SC5 ZZ6S-U

V.P.O. Service Inc.

P.O. Box 9151

Greenville, SC 29604-9151

Business Telephone: (864) 250-1191

Business E-mail: pollar@vpsearch.com

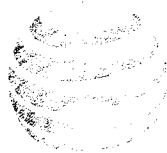
Title: President

New Key Customer term

election agreement

Please return your signed

reply card by December 8, 2004!



at&t

will send a new bill showing correct charge back is \$276.00

charge back is \$276.00

2 months

Monthly Statement

Bill-At-A-Glance

| | |
|----------------------------------|--------------------|
| Previous Bill | 396.11 |
| Payment Received 8-30 Thank You! | 396.11CR |
| Adjustments | .00 |
| Balance | .00 |
| Current Charges | 889.08 |
| Total Amount Due | \$889.08 |
| Amount Due in Full by | Oct 7, 2008 |

FINAL BILL

Billing Summary

| Questions? Call: | Page | |
|---|------|---------------|
| Plans and Services | 1 | 685.59 |
| Repair Service: 1 866 620-6900 | | |
| AT&T Long Distance Service 1 866 620-6000 | 2 | 178.30 # |
| AT&T Internet Service 1 888 321-2375 | 4 | 25.19 |
| # New services provided and billed | | |
| Total Current Charges | | 889.08 |

News You Can Use Summary

- FINAL BILL
 - NEW AT&T CREDIT CARD
 - PAYMENT OPTIONS
 - AT&T WEB HOSTING
- See "News You Can Use" for additional information.

Plans and Services

Promotions and Discounts

Item

No. Description

1. SBS Key Customer 2004 36 Month Term agreement terminated Sep 10 2008 TAC 009754171 **810.00**
Can reduce to \$543.00

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item

No. Description

Quantity

Monthly Rate

Amount Billed

Activity on Aug 30, 2008

Order No. CWC096D0

Charges for 864 232-8368

Services Removed

(Monthly Charges were Billed in Advance and are Prorated from Aug 31, 2008 through Sep 16, 2008)

2. Telecommunications Relay Svc 1 .15 .09CR
3. Federal Universal Svc Fee-Mult 1 1.01 .57CR
4. Federal Subscriber Line Charge 1 6.83 3.87CR

Total Charges for 864 232-8368

4.53CR

Charges for 864 250-1191

Services Removed

(Monthly Charges were Billed in Advance and are Prorated from Aug 31, 2008 through Sep 16, 2008)

5. Complete Choice@3 Lines 1 181.00 102.58CR

Charges for 864 250-1192

Services Removed

(Monthly Charges were Billed in Advance and are Prorated from Aug 31, 2008 through Sep 16, 2008)

6. Telecommunications Relay Svc 1 .15 .09CR
7. Federal Universal Svc Fee-Mult 1 1.01 .57CR
8. Federal Subscriber Line Charge 1 6.83 3.87CR

Total Charges for 864 250-1192

4.53CR

Charges for 864 250-1191

Services Added

(Monthly Charges were Billed in Advance and are Prorated from Aug 31, 2008 through Sep 16, 2008)

9. Call Forwarding 1 7.50 4.25
10. Call Forwarding Don't Answer Ring Control 1 3.95 2.24
11. Business Line 1 44.04 24.96

Local Services provided by AT&T South Carolina.